

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 W JACKSON BLVD
CHICAGO, IL 60604

GSA TASK ORDER REQUEST FOR QUOTE (RFQ) (SOL-R5-11-00582)

January 27, 2010

Notice to: GSA Contractors

Subject: Wisconsin Tribal Waters Safe Drinking Water Compliance

Project Scope: The contractor shall provide all labor, supervision, supplies, materials, and equipment to provide technical assistance and other services to the eleven tribes located in the State of Wisconsin (Appendix B). The contractor shall provide technical assistance by working with the tribes to bring the PWS in compliance with the Safe Drinking Water Act. The EPA Project Officer (EPA PO) will issue technical direction to the contractor, describing the type of work to be performed and the location of the work, in accordance with this statement of work. The contractor may be required to work with individuals or groups.

The following pertinent facts regarding this request for proposal:

Contract Type:	Time & Materials (T&M)
Contract Length:	1-Year Base; Four 1 year options
Location of Performance:	Wisconsin, USA
Contract Award Ceiling:	Not to exceed \$1.2 million Cumulative (Technical Assistance: 700 hours per year; Capacity Development 1800 hours per year)

Work must begin April 1, 2011.

Questions on Request for Quote (RFQ):

If you have any questions, submit by e-mail to strattard.jessica@epa.gov by February 14, 2011 at 5:00 pm CST. Questions submitted after this date will not be responded to.

Proposal Submittal Instructions:

Due Date: February 14, 2011 11:59 PM CST

Submit to: Jessica Strattard,
Contract Specialist
strattard.jessica@epa.gov

Submittal Format: Electronic format.

Instructions to Offerors:

General: This acquisition is being conducted under FAR 16.505; therefore, the contracting techniques under FAR part 15.3 do not apply. As such, the government is not obligated to

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determine a competitive range, conduct discussions with all contractors, or solicit final revised proposals. Offerors will be required to provide a cost/price and technical proposal in accordance with the instructions herein. Please submit quote in accordance with your GSA contract.

T&M / LH – Contractor shall explain in their order proposal any loaded hourly labor rate that exceeds the rates in the basic contract. For Materials, the Contractor shall indicate whether a material handling or other indirect is applicable in accordance with their accounting system. Profit shall not be added to materials.

The following provisions apply: (see clause description attachment for more information)

FAR 52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER. (AUG 2000)
FAR 52.204-7	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (SEP 2007)
FAR 52.216-29	TIME AND MATERIALS / LABOR HOUR PROPOSAL REQUIREMENTS – NON-COMMERICAL ITEM ACQUISITION WITH ADEQUATE PRICE COMPETITION
FAR 52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS
FAR 52.232-22	LIMITATION OF FUNDS
FAR 52.217-8	OPTION TO EXTEND SERVICE
FAR 52.237-3	CONTINUITY OF SERVICES
EPPAR 1552.203-71	DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER
EPAAR 1552.208-70	PRINTING (DEC 2005)
EPAAR 1552.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST (MAY 1994) ALTERNATE I (MAY 1994)
EPAAR 1552.235-70	SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY
EPAAR 1552.235-71	TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION
EPAAR 1552.235-79	RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APR 1996)
EPAAR 1552.237-71	TECHNICAL DIRECTION (APR 1984) DEVIATION
EPAAR 1552.237-76	GOVERNMENT - CONTRACTOR RELATIONS (JUN 99)(JUN 1999)
EP 52.000-000	NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY CONTRACTS (NOV 1994)
EP 52.242-100	CONTRACT ADMINISTRATION REPRESENTATIVES (AUG 1984)
EP 52.212-140	PERIOD OF PERFORMANCE (APR 1984)
LOCAL 52.239-101	CONTRACTOR ACCESS TO EPA COMPUTERS
LOCAL LC-46-22	INSTRUCTIONS FOR THE PREPARATION OF A QUALITY MANAGEMENT PLAN (FEB 2003)
LOCAL LC EPA-2010-70	CONFIDENTIALITY OF INFORMATION
LOCAL LC EPA-2010-75	ERRORS AND OMISSIONS
CUSTOM	CUSTOM – LIMITATION OF THE GOVERNMENT'S OBLIGATION

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Proposal: Your proposal should include the following:

Part A: Past Performance

- The Vendor's quote will display its level of knowledge, proficiency and experience to complete the tasks as described in the Statement of Work or equivalent tasks related to Information Technology support. (See evaluation criteria below)

Part B: Technical Approach

- Roles and responsibilities matrix
- Contract Work Breakdown Structure

Part C: Experience of Key Personnel

- Provide Resumes of Key Personnel (include skills, IT certifications; relate resume experience to the functional areas of the project.)

Highlight any unique aspects of your proposal and explain how it is of benefit to the government and why your proposal represents the best value to the government.

Evaluation Criteria:

The following evaluation factors are listed in order of importance:

- 1. Technical Capability (Pass/Fail) SEE ATTACHMENT**
- 2. Past Performance**
- 3. Price**

For this quotation, technical capability is significantly more important than price. Technical approach shall be judged on a pass/fail basis. The government will consider ease of transition and minimal disruption of service.

Basis for Award:

Award will be made to the Offeror whose proposal is determined to provide the "best value" to the Government. This process permits tradeoffs among cost or price and non-cost factors and allows the Government to award to other than the lowest priced proposal or other than the highest technically rated Offeror.

Vendor sales literature will not be reviewed or evaluated.

Thank you for your interest in Government contracting.

Sincerely,

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5
77 W JACKSON BLVD
CHICAGO, IL 60604

Jessica Strattard
Contracting Officer
U.S. Environmental Protection Agency, Region 5
77 W. Jackson Blvd. MCC-10J
Chicago, IL 60604
(312) 353-4657
strattard.jessica@epa.gov

Attachments:

- (1) Statement of Work
- (2) Evaluation Criteria
- (3) Clause descriptions of EPAAR, EP, Local, and Custom Clause

U.S. ENVIRONMENT PROTECTION AGENCY, REGION 5
Tribal Water Safe Drinking Water Compliance
(SOL-R5-11-000582)

Clause Descriptions

(EP 52.000-000) NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

(EP 52.212-140) PERIOD OF PERFORMANCE (APR 1984)

The period of performance of this contract shall be from the beginning of the transition/phase-in period, on or about April 1, 2011 through March 30, 2016. Refer to FAR 52.237-3.

(EP 52.242-100) CONTRACT ADMINISTRATION REPRESENTATIVES (AUG 1984)

Project Officer(s) for this contract:

Project Officer: TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Contract Specialist: TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contracting Officer: TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

EPPAR 1552.203-71 Display of EPA Office of Inspector General Hotline poster.

As prescribed in 1503.500-72, insert the following clause in all contracts valued at \$1,000,000 or more including all contract options.

Display of EPA Office of Inspector General Hotline Poster (AUG 2000)

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling (202) 260-5113.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

[65 FR 57103, Sept. 21, 2000]

EPPAR 1552.208-70 Printing.

As prescribed in 1508.870, insert the following clause:

Printing (DEC 2005)

(a) *Definitions.*

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (*i.e.*, Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

"Incidental" means a draft and/or proofed document (not a final document) that is not prohibited from printing under EPA contracts.

(b) *Prohibition.* (1) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the printing limitation is to eliminate duplication of final documents.

(2) In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.* (1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.* (1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U.S. Congress Joint Committee on Printing if it is deemed appropriate to exceed the duplication thresholds. Duplication services of "incidentals" in excess of the thresholds, are allowable.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U.S. Congress Joint Committee on Printing.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U.S. Congress Joint Committee on Printing.

(e) *Violations.* The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.* The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

(End of clause)

EPPAR 1552.209-71 Organizational conflicts of interest.

As prescribed in 1509.507-2, insert the following contract clause in all contracts except:

- (a) When specific clauses are required per EPAAR part 1509;
- (b) When the procurement is with another Federal agency (however, the provision is included in contracts with SBA and its subcontractor under the 8(a) program); and
- (c) When the procurement is accomplished through simplified acquisition procedures, use of the clause is optional.

Organizational Conflicts of Interest (MAY 1994)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies—The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

(End of clause)

EPPAR 1552.235-70 Screening business information for claims of confidentiality.

As prescribed in 1535.007-70(a), insert the following contract clause in all types of contracts when the Contracting Officer has determined that during performance of this contract, the Contractor may be required to collect information to perform the work required under this contract. Some of the information may consist of trade secrets or commercial or financial information that would be considered as proprietary or confidential by the business that has the right to the information. The following clause enables EPA to resolve any claims of confidentiality concerning the information that the Contractor will furnish under a contract. The clause entitled "Treatment of Confidential Business Information" shall also be included in the contract:

Screening Business Information for Claims of Confidentiality (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the U.S. Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR part 2, subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The contractor shall, in accordance with FAR part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor collect information.

(End of clause)

EPPAR 1552.235-71 Treatment of confidential business information.

As prescribed in 1535.007-70(b), insert the following contract clause in all types of contracts when the Contracting Officer has determined that in the performance of a contract, EPA may furnish confidential business information to the Contractor that EPA obtained under the Clean Air Act (42 U.S.C. 7401 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. 1251, *et seq.*), the Safe Drinking Water Act (42 U.S.C. 300f *et seq.*), the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. 136 *et seq.*), the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 301 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. 6901 *et seq.*), or the Toxic Substances Control Act (15 U.S.C. 2601 *et seq.*). EPA regulations on confidentiality of business information in 40 CFR part 2 subpart B require that the Contractor agree to the clause entitled "Treatment of Confidential Business Information" before any confidential business information may be furnished to the Contractor:

Treatment of Confidential Business Information (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the confidential information only under the following conditions:

(1) The Contractor and Contractor's Employees shall: (i) use the confidential information only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of confidential information are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(4) The Contractor shall not use any confidential information supplied by EPA or obtained during performance hereunder to compete with any business to which the confidential information relates.

(b) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of confidential business information by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded, pursuant to this contract, that require the furnishing of confidential business information to the subcontractor.

(End of clause)

1552.235-79 Release of contractor confidential business information (Apr 1996).

As prescribed in 1535.007-70(f), insert the following clause:

Release of Contractor Confidential Business Information (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 CFR Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

(End of clause)

EPAAR 1552.237-71 Technical direction.

As prescribed in 1537.110, insert the following contract clause in cost-reimbursement contracts.

Technical Direction (APR 1984)

(a) The Project Officer will provide technical direction on contract performance. Technical direction includes:

(1) Direction to the Contractor which assists him in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(b) Technical direction must be within the contract Statement of Work. The Project Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract.

(c) Technical direction will be issued in writing by the Project Officer or confirmed by him in writing within five (5) calendar days after verbal issuance.

(End of clause)

EPAAR 1552.237-76 Government-Contractor Relations.

As prescribed in 1537.110(g), insert the following clause:

Government-Contractor Relations (JUN 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(c) Employee relationship. (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within ____ (to be negotiated and inserted into the basic contract at contract award) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within ____ (to be negotiated and inserted into the basic contract at contract award) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

- (i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,
- (ii) Countermand any communication regarded as a violation,
- (iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or
- (iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

(End of clause)

LOCAL CLAUSE 52.239-101 CONTRACTOR ACCESS TO EPA COMPUTERS

The personnel listed below have been authorized access to EPA computers in the performance of this contract. In the event of changes to this listing through reassignment, resignation, termination, completion of a task or any other reason making such access unnecessary, the Contractor shall immediately notify the Contracting Officer.

(To be determined)

(End of clause)

INSTRUCTIONS FOR THE PREPARATION OF A QUALITY MANAGEMENT PLAN (LOCAL LC-46-22) (FEB 2003)

Each offeror, as a separate and identifiable part of its technical proposal, shall submit a Quality Management Plan (QMP) setting forth the offeror's capability for quality assurance. The plan shall address the following:

- (a) A statement of policy concerning the organization's commitment to implement a Quality Control/Quality Assurance program to assure generation of measurement data of adequate quality to meet the requirements of the Statement of Work.

(b) An organizational chart showing the position of a QA function or person within the organization. It is highly desirable that the QA function or person be independent of the functional groups which generate measurement data.

(c) A delineation of the authority and responsibilities of the QA function or person and the related data quality responsibilities of other functional groups of the organization.

(d) The type and degree of experience in developing and applying Quality Control/Quality Assurance procedures to the proposed sampling and measurement methods needed for performance of the Statement of Work.

(e) The background and experience of the proposed personnel relevant to accomplish the QA specifications in the Statement of Work.

(f) The offeror's general approach for accomplishing the QA specifications in the Statement of Work.

Additional information on EPA requirements for the Quality Management Plan can be accessed at the following: <http://www.epa.gov/qualityl/qs-docs/r2-final.pdf>

(end of clause)

LOCAL CLAUSE EPA-2010-70 CONFIDENTIALITY OF INFORMATION

Any data that is generated or obtained during contract performance shall be considered confidential, and shall not be disclosed to anyone other than Environmental Protection Agency employees with the prior written approval of the Contracting Officer. Nor shall any such data be used for any other purpose except in connection with this contract. Any data generated or obtained during contract performance shall be delivered to the Government at the request of the Contracting Officer.

(End of clause)

LOCAL CLAUSE EPA-2010-75 ERRORS AND OMISSIONS

- (a) The contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the contractor under this contract. The contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specification, and other services.
- (b) Neither the Government's review, approval, acceptance or payment for the services required under this contract shall be construed as a waiver of any rights under this contract, or any cause of action arising out of the performance of this contract. The contractor is and shall remain liable to the Government in accordance with applicable law for all damages to the Government caused by the contractor's negligent performance of any of the services furnished under this contract.
- (c) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.
- (d) If the contractor is comprised of more than legal entity, each entity shall be jointly and severally liable hereunder.

(End of clause)

CUSTOM – LIMITATION OF THE GOVERNMENT'S OBLIGATION

- (a) Contract line item(s) 0001- 0005 are incrementally funded. For these item(s), the funding presently available for payment and allotted to this contract is:

Not-To Exceed:
\$1,200,000

\$1,200,000

(b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The contractor will not be obligated to continue work on those items beyond that point. The Government will not be obligated in any event and under any circumstances to reimburse the contractor in excess of the amount allotted to the contract for those item(s) except for reimbursement of termination settlement costs as provided for under paragraph (g)(3) of the contract clause entitled "Termination for the Convenience of the Government (Fixed-Price)(SEP 1996)". As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the contractor will notify the Contracting Officer, in writing, at least 15 calendar days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any costs for termination for convenience, will approximate 85% of the total amount then allotted to the contract for performance of the applicable items. The notification will state: (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (i) of this clause, or to a substitute date as determined by the Government pursuant to subparagraph (d) of this clause. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in paragraph (i) of this clause or otherwise agreed to by the parties. If, after such notification, the Contracting Officer does not in writing allot additional funds by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government." Absent such written notification from the Contracting Officer that additional funds have been allotted to the contract, the Government is not obligated to reimburse the contractor for any costs that would exceed the amount allotted to the contract under this clause except for reimbursement of termination settlement costs as set forth in paragraph (a) above.

(d) The parties contemplate that the Government will allot additional funds for continued performance of the contract line items identified in paragraph (a) of this clause and will determine the estimated period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimate period of contract performance. The contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the contractor incurs additional costs or is delayed in the performance of work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) the Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraph (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the contract clause entitled "Termination for the Convenience of the Government."

(i) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule: To be determined

